

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

PAULA REYNOLDS,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No: 18-cv-01467
	)	
BRIDGECREST ACCEPTANCE	)	Honorable Jorge L. Alonso
CORPORATION,	)	
	)	
Defendant.	)	

**AGREED MOTION TO STAY PENDING ARBITRATION**

Defendant Bridgecrest Acceptance Corporation ("Bridgecrest") and Plaintiff Paula Reynolds ("Plaintiff") (collectively, the "Parties"), by and through their respective attorneys, and by agreement, jointly move pursuant to Section 3 of the Federal Arbitration Act ("FAA"), 9 U.S.C. § 3, to stay all litigation and claims against Bridgecrest in this action until further notice, pending the binding arbitration of Plaintiff's claims against Bridgecrest. In support of their Agreed Motion, the Parties state as follows:

1. In 2015 Plaintiff obtained an automobile loan (the "Loan") from DriveTime CarSales Company, LLC ("DriveTime").
2. As part of that transaction, Plaintiff entered into an arbitration agreement, including agreeing to submit all claims against DriveTime, or "any purchaser, assignee or servicer of the contract," relating to the Loan, including any claims relating to "servicing" the Loan, to binding arbitration.
3. Bridgecrest serviced the Loan, and is the subject of Plaintiff's claims.

4. The Parties agree that all claims asserted by the Plaintiff against Bridgecrest should be stayed until further notice pursuant to Section 3 of the FAA, pending the arbitration of Plaintiff's disputes against Bridgecrest.

WHEREFORE, Defendant Bridgecrest Acceptance Corporation, and Plaintiff Paula Reynolds, by and through their respective attorneys, and by agreement, jointly move pursuant to Section 3 of the Federal Arbitration Act, 9 U.S.C. § 3, to stay all litigation and claims against Bridgecrest in this action pending the binding arbitration of Plaintiff's claims against Bridgecrest, including staying all deadlines for responsive pleadings and/or obligations under the Mandatory Initial Discovery Pilot.

SO AGREED:

Bridgecrest Acceptance Corporation

Paula Reynolds

By: /s/ Alexander D. Marks

By: /s/ Omar T. Sulaiman (w/ permission)

Alexander D. Marks (6284355)  
([amarks@burkelaw.com](mailto:amarks@burkelaw.com))  
Burke, Warren, MacKay & Serritella, P.C.  
330 N. Wabash Ave., 21st Floor  
Chicago, Illinois 60611  
(312) 840-7000  
*Attorney for Bridgecrest Acceptance Corporation*

Omar T. Sulaiman  
([osulaiman@sulaimanlaw.com](mailto:osulaiman@sulaimanlaw.com))  
Sulaiman Law Group, Ltd.  
2500 S. Highland Avenue  
Suite 200  
Lombard, IL 60148  
(630) 575-8181  
*Attorneys for Plaintiff*

4840-6967-3570

**CERTIFICATE OF SERVICE**

The undersigned attorney hereby certifies that April 17, 2018, a true and correct copy of the foregoing Agreed Motion to Stay Pending Arbitration was filed electronically using the Court's Electronic Case Filing System. A Notice of Electronic Filing will be sent by electronic mail to Plaintiff's counsel of record by operation of the Court's Electronic Filing System.

By: /s/ Alexander D. Marks